an estimate which makes the grand climacteric of mankind in this country, not a paltry fifty-four, or the too much dreaded sixty-three; but no less than EIGHTY-TWO! an age to which nearly one sixth of the survivors at ten are supposed to attain!

Climacterics, or greatest Decrements.

Berlin, formerly 38	Formula 63	Sweden, 1785 69
London, about 1733 .. 40	Brandenburg 65	Holycross, 1760 70
Paris, formerly 40	Warrington, 1777 .. 65	Deparcieux 73
Stockholm, 1762 42	Norwich, 1765 66	Carlisle 74
London, 1764 43	Montpellier, 1782 .. 67	Ackworth, 1752 75
London, 1815 46	Duvillard, France .. 67	Kersseboom 77
Northampton, 1757 ... 56	Sweden, 1762 68	Finlaison 78
Breslau, 1695 61	Chester, 1776 68	E. O. Mr. B. 82

NOTE.—Some of the tables appended to this paper have been omitted, as devoid of interest at the present day—ED. *A. M.*

On the Settlement of Losses by Fire under Average Policies. By RICHARD ATKINS, *Esq., of the Sun Fire Office.*

IT was intended that the short essay descriptive of the existing system of settlements of claims under average fire policies, which appeared in this *Journal* as far back as No. X. (January, 1853), should have been promptly followed by some remarks on the most obvious defects of the system, with a few practical suggestions for their remedy. It is not necessary to explain here the reasons for the delay which has taken place in the fulfilment of that intention; but it is satisfactory to know that the postponement has not been without its use. Many valuable hints have been offered; and although some marked differences of opinion exist as to any proposed remedies, the explanations given of the existing rules are, without any exception, admitted to be correct.

The examples of some remarkably involved claims and their ultimate settlement, which were given in the former article, have been thought serviceable; and suggestions have been made that a considerable number and variety of similar cases of actual settlements should be collected and published, in order that these important precedents may be generally known. It does not, of course, follow, that any previous decisions should come with such a weight of authority as to preclude a fresh discussion on many of these doubtful points; but in the absence of any fixed or acknowledged law it is unquestionably of some value to know what judgments

have been already formed by those who have applied their minds to the difficulties of the subject.

However useful such a registration of decided cases might be, the present opportunity is clearly not the one in which it should be attempted. Such an enumeration, to be of any use, would be far too long for the limits of an article. In addition to the statement of the Liverpool complicated case already given, it may be of some use to refer to a not less remarkable London one, which gave rise to some very grave and important practical inquiries. The decisions upon the case now quoted are likely to assume, for a long time to come, the character of precedents.

On the night of the 6th October, 1849, the warehouse of Messrs. Gooch & Cousens, wool warehousemen, situate in London Wall, was burned down. The warehouse was a very large one, devoted exclusively to the storing of wool, and held, at the time of the fire, not less than 3,606 bales of wool. The fire spread to every part of the building, and in the morning there appeared to the spectators to be nothing left but a blackened heap of worthless ashes. A little investigation, however, showed that underneath these unsightly remains lay, as the result proved, a very considerable value of salvage. No efforts were spared to remove and prepare for sale the damaged, but not destroyed, merchandise, and an unexpectedly large amount of salvage to be brought to account was realized.

The variety and number of interests involved in this large property gave rise, as might be expected, to very important discussions, and brought to the test almost every known principle and form of settlement. There were, as stated, 3,606 bales of wool. No less than 73 owners appeared. Some were owners in their own right, and others simply as factors and agents. Some portions were insured by specified, others by average, policies, of every variety. Others, again, were wholly uninsured. Some of the proprietors, by themselves or by their agents, had already put in their claim to portions of the salvage, being able, by the trade marks or otherwise, to identify those portions. With the exception of these, the whole body of owners were entitled to a *pro ratâ* share of salvage, whether insured or not. To add to the complication, many cases appeared where the expiration of the days of prompt—or the partial payment for goods sold, but not finally transferred, and other similar transactions — made the legal ownership in these cases, to say the least, very doubtful. But, happily, the whole of these settlements, being entered upon

in a fair spirit of commercial equity, were promptly and satisfactorily arranged.

The accounts were exceedingly numerous, embracing distinct reckonings between many parties standing in entirely different relations to each other. For example: settlements mutually between the Offices themselves, as well as between the Offices and the assured. Then, again, the salvage had to be divided among the whole number of owners, whether insured or not—distinct accounts being kept for those proprietors who had been able to identify their own goods amidst the ruins.

The general result was as follows:—Contents of warehouse, 3,606 bales of wool, value £70,339. There were 73 owners who established claims. 731 bales (some of the most costly kinds of wool) were identified. The identified salvage sold for £13,068; the unidentified, for £13,906—thus yielding the large net salvage of £26,974, or about 37 per cent. on the gross value.

The records of these transactions will long continue to be of use for the purposes of reference. Many important points of practice were brought forward for discussion among the parties, having such a variety of interests in the damaged goods. There are but two of these points to which it is necessary to allude in this place. The principle laid down, that average policies should be brought forward for settlement in the order of their extent, was throughout universally admitted and acted on. The whole of the Offices, without any exception, held themselves bound by it, not only in reference to the assured, but also as between each other, and this was done in many cases where the strongest motives of interest existed for disputing the rule.

A not less important law was, in addition, laid down to regulate the settlements. The warehouse-keeper's book, in all cases, was taken as the test of ownership. Although many transactions in the nature of partial transfer had taken place, which might have thrown legal doubt as to the parties in whom the actual interest was, at the moment of the fire, vested, the entries in the warehouse-book were, by common consent, taken as decisive on the point. The claims upon the Offices and the divisions of salvage were all made upon this simple and impartial rule. The early adoption of this equitable law fortunately prevented many differences of opinion, which, had they been argued upon strictly legal and technical grounds, could only have ended in the most expensive and protracted litigation.

The reference to this case will complete all that is now to be

said in the way of explaining the existing practice of settlement of average claims. Enough has probably been done to form the basis of the proposed inquiry as to the merits or demerits of the existing system. But before entering upon those critical remarks, it is thought advisable to comply with some suggestions which have been made, and very briefly advert to one or two peculiar cases of an analogous kind, occurring in the settlement of claims under specified policies, where the average clause is not in operation.

It is a case of very common occurrence, that buildings or goods jointly insured by specified policies in different Offices are found to differ in their limitations. Owing to the carelessness of agents on the one hand, and of the assured on the other, the most important variations of description are sometimes permitted to pass undetected. At one time, it is found, upon a loss occurring, that where two buildings communicate, there is a sum insured in one Office, on one of those buildings; while an additional sum is covered by another Office extending over the two buildings, without an amount being specified on each. At another time, a policy for stock is covered in one Office; for stock and goods in trust, in a second; and for stock, goods in trust, and fixtures, in a third: thus making each policy different in its range, in reference to each other, and entitled to be settled upon quite separate conditions as between the respective Offices and the assured.

A great variety of these most unfortunate sources of difficulty might be referred to; but the practice of adjusting claims as between the Offices thus brought, by oversight, into apparent collision, has settled down into a rule which can be better described by example than strictly defined by a few explanatory phrases. The principle, however, may be stated thus:—The Office with the widest range, or the greatest number of items included in one undivided sum, is held to be liable for the whole amount of its policy upon any one. The Office with a less number of items is equally liable for its whole sum upon each within its range. A partial loss happening upon one of the enumerated items, common to both Offices, each Office is held liable to pay in proportion to the total amount of their respective policies, as though such a divergence did not exist.

To make the statement clear, let us take the simplest form in which such a variation can happen. Building No. 1 is insured in Office S, for £500. There is, subsequently to the issue of the policy, another building erected, in direct communication with the first—say, No. 2. An insurance is then made in Office P, cover-

ing both No. 1 and 2 for £1,000, but without any division of amount. A loss of £300 happens to No. 1. How is this to be settled? The Office S is obviously liable for its whole amount, £500. The Office P, although extending to a wider range, is also equally liable for its whole amount, or £1,000. The total sums of each are therefore taken as the rule of proportion. Office S pays one third of loss, £100. Office P, two thirds, £200—just as though its policy was limited, in the same manner as that of Office S, to Building No. 1. No account is taken or deduction made for the fact that P had really covered a greater range of building than S, and that P would have been liable up to the amount of its policy for any loss on No. 2, while in that case S would have been an unconcerned spectator.

It is quite clear that this rule is not free from objections; and it can be no matter of surprise that the settlement of such claims has often given rise to keen argumentative discussions, in which the apparent injustice done to the Office having the widest range formed a prominent topic. Upon one of these occasions, a case that had arisen was submitted for the arbitration and opinion of the late highly esteemed Mr. Richter, of the Phœnix Office; and there is no one who had the opportunity of estimating the experience and intelligence of that gentleman, who will not (without, at the same time, altogether yielding his own right of judgment) be disposed to treat his deliberate opinion with respect. The following is the form in which the case was put before the arbitrator:—

Example.

	Insured in Office A.	Insured in Office B.	Insured in Office C.	Loss.
	£.	£.	£.	£.
On the dwelling-house	100	..	..	250
			200	
On the warehouse	..	100	..	100

To determine in what proportions the above loss is to be borne by the three Offices, it is necessary to ascertain what would have been the liability of each, separately, if the others had not been concerned.

The liability of the Offices A and B is distinct, and needs no comment.

The liability of the Office C is to the amount of £200 on each building, but conditioned not to exceed £200 upon the whole.

That the above is the true interpretation of that policy appears clear: for

If a loss of £200 occurred on the dwelling-house; or

If a loss of £200 occurred on the warehouse; or

If a loss of £200 occurred in the two buildings, in whatever proportions; in either case, that policy would have covered the loss.

If, then, the policy in Office C is an insurance of £200 on each building (conditioned as above), that Office must, in the example above stated, bear a share of any loss on each building in the proportion of two thirds to one third; with the reservation, that such apportionment shall not infringe upon the condition of not paying more than £200 in the whole.

Settlement.

	Proportions.		
	Office A.	Office B.	Office C.
	£. s. d.	£. s. d.	£. s. d.
Loss on the dwelling-house, £250.....	⅓—83 6 8	..	⅔—166 13 4
Loss on the warehouse, £100.....	..	⅓—33 6 8	⅔— 66 13 4
			233 6 8
But this division would violate the condition in the policy of the Office C, which limits its payment, in any case, to £200: the surplus must, therefore, be deducted, say..	..	..	33 6 8
And as the assured must be no sufferer upon either building so long as any part of his specific insurances upon them remains unpaid, these specific insurances must be charged with the above excess	16 13 4	16 13 4	
	£100 0 0	£50 0 0	£200 0 0

Upon the first view of this settlement, it appears unreasonable that the sum insured by the Office C should be twice taken into the account. But the hardship results, not from this settlement, but from the inherent defect of the policy itself, by which two risks have been incurred for one premium.

The insurances on goods by policies with variations of an analogous kind often give rise to similar and not less intricate discussions. In Office A is insured £1,000 on stock; in Office G, £3,000 on stock and goods in trust. A loss happens of £800 on stock. In this case also, both policies being applicable in their full amounts for the loss, A is to pay one fourth (say, £200), and G three fourths (or, £600).

Any loss on goods in trust alone would be covered solely by Office G; and in case of a mixed loss on both stock and goods in trust, G would first settle for goods in trust, and then apply the residue of its policy to pay, *pro ratâ* with Office A, for the loss on stock.

It must, however, be stated, that this rule of settlement has not invariably been carried out to its fullest extent. Cases are on record where the specific insurance of certain articles as part of the general stock has, after friendly arbitration among the Offices interested, been held to admit of another interpretation. These

cases may be considered as exceptional, and not to affect the general rule.

As before stated, the principle appears, on the first view, to be wanting in equity, and not capable of universal application. The best defence that can be made for it is, that no better rule has yet been found. There is no intention of discussing it here at any length; but amidst many earnest inquiries, and not a few attempts (some of them not lacking the merit of ingenuity) to introduce an improved general rule, there has none been yet discovered which has sufficient recommendations of practical simplicity to gain much attention. The difficulties arising from such defective policies ought to operate as a very strong motive, on both assurers and assured, to spare no pains in seeing that joint insurances are made really concurrent in all their details—a simple point, but one of the highest value in conducting the business of an Insurance Company.

The subject of the settlement of claims under average policies is that which now demands our exclusive attention. Among many objections of more or less weight, which may be justly urged against the existing mode, the following may be mentioned as among the most prominent:—

Take, in the first place, the case of joint insurances, on the same property, in different Offices, by specified and average policies. Occasions are not uncommon where there is a specified policy in one Office, and in another an average policy, applying to the same merchandise; upon what rule of equity is it that the specified policy should be called upon to pay the whole claim (as far as the total sum insured by it), while the average one often remains a quiet spectator of the transaction? It is true that the average policy may extend to cover goods in other buildings, but at the time of the fire there may be none deposited elsewhere; and in any case it appears to be nothing but a harsh and empirical rule to declare, that of the two policies covering, wholly or partly, the same goods, one shall often pay all the loss, and the other as often wholly escape.

This want of equity in the one case is, in practice, attempted to be remedied or balanced by laying down an equally unjust rule in another. In the settlement for a claim under an average policy, it is permitted to deduct from the estimate of the sum covered the full amount insured by specified policies. This, of course, throws a larger loss on the average policy; so that, by the fact of the assured having taken up a specified policy on goods in a building

still under the protection of the average, the loss of the average policy is proportionally magnified. A merchant, for example, with £2,000 of stock, equally divided in two warehouses, and an average policy of £1,000, sustaining a loss in one warehouse of £1,000, would be entitled to receive but £500; but if he had, just before the fire, taken out a specified policy in another Office for £1,000 in the warehouse not consumed, the loss of the average policy would be doubled: thus making the settlements, in both the cases described, to turn, not upon an equitable division of the loss in which both Offices were jointly interested, but upon a rule of practice which attempts, as already stated, to remedy the injustice dealt in one case, by being equally unjust when the opportunity offers in the other. In the case just stated, it is certainly, to say the least, a curious result, to see the loss of one Office doubled upon the fact that an additional insurance had been made with another Company.

This inequitable practice of making the specified policy bear the whole loss, up to its amount, before the average policy is brought into question, is nothing more than a rude method of getting rid of the difficulty which is felt in carrying out the different conditions of the two policies; and the same remark applies throughout to the rule of settlement for claims under average policies with greater or less ranges. The rule declares that the policy with the smaller range is bound to settle and to pay first. Why the smallest range should be called upon to pay, while the larger, equally covering the same goods, often wholly escapes, is a question to which no other answer has ever been given than that it is convenient, under existing practice, that it should do so. All the policies have received the premium, and cover the same goods, and should doubtless share the loss; but it has been found the readiest, if not the fairest, solution of all difficulties, to adopt the existing rule; and it may be added, that in all cases it is a rule much easier for the best informed to describe than to justify.

Then again, the rule of larger and smaller ranges is one open to the greatest doubt and difficulty. A policy in one Office covers merchandise in the London Docks and in the St. Katherine Docks; another, in a different Company, merchandise in the East India Docks and the St. Katherine Docks: which of these two policies has the widest range, and how is the loss to be settled? A merchant takes out a policy for merchandise in the Legal Quays, Lower Thames Street, and the up-town warehouses, late in tenure of the East India Company; and subsequently another, in a different

Office, for the Legal Quays and London Docks. A loss happens on the quays: which of the two policies is to have the honour of precedence in paying the loss, on the ground of narrowest or widest range? In short, how is any acknowledged rule to be applied, in order to make even an approximation to a satisfactory settlement?

There is no use in being tediously minute in giving cases to illustrate where the existing rule is often found to be defective. The minds of all those to whom these suggestions are at all likely to be of service, will supply them without limit as to number. It is now time to state succinctly the alteration in practice which is proposed as an amendment on the present mode of settlement.

The simple proposal then is, to introduce generally into all average policies, and steadily act upon, what is understood by the *independent liability* clause—a principle which abolishes, in the case of floating policies, any priority of settlement on the ground of a greater or less range or extent of space covered by the terms of the policy, but makes the actual liability of the policy, independently estimated upon the average principle, the measure of the proportion which the Office has to contribute to the loss.

A clear definition of what is intended by the term *liability* is needed at this point, in order that the full effect of the proposed alteration upon the settlement of claims should be properly estimated. It is simply that amount which any policy is legally liable to pay, under its own peculiar conditions, of any given loss. In the case of a specified policy, the liability is the actual amount of loss, when not beyond the sum insured. With average policies, the liability is the proportion of the loss to be paid after the average condition has been brought into operation, and the estimate made of the ratio which the sum assured bore to the value of the property covered. The *independent liability* spoken of is therefore nothing more, in the case both of specified and average policies, than the amount of loss which each would be liable to pay on any given occasion, if no other policy than itself existed. This individual and distinct liability gives room for no doubt where one policy only exists, and can obviously be estimated equally as clearly in the case of any number of policies applying to the same risk, however diversified in their character by any possible variety of limits or combinations.

The suggested improvement, then, is, that on all occasions where more than one policy is applicable to an individual risk, that each should ascertain its own liability for the loss, quite independently of the other, and from these united liabilities ascertain

the proportion of loss to be paid by each. For example: there may be a specified insurance on merchandise in a warehouse—say, £1,000. An average policy in another Office, for £1,000, may touch the same warehouse. A loss of £1,000 happens. The specified policy is liable for the whole amount; but it is also found that the average one would be also liable, under its conditions, if no other policy existed, for £500. By the present rule, the specified policy would pay all the loss, and the average one wholly escape. By the rule proposed for adoption, the two policies would be equitably called upon to pay in proportion to their clearly ascertained liabilities—the specified, two thirds; the average, one third, of the loss.

This idea of settling in the ratio of liabilities of policies ascertained independently, thus disconnecting the policies from any mutual dependence or priority of settlement, is not by any means a novelty. The principle has been already adopted in one branch of mercantile business; and it forms part, at this day, of the policy of every Company accepting floating insurances at Liverpool. It had its origin on the following occasion:—

The year 1842 was a year memorable in Fire Office history as a period of almost unexampled calamities. In the month of May occurred the great fire in Hamburg, followed, later in the year, by several very destructive conflagrations in Liverpool. The settlements in the latter city originated some discussions, and the question of priority of settlement received a very complete investigation. With the view of in some measure enabling the different Companies to limit the sums covered in the different warehouse districts of that city, the town was divided into three sections, and it was proposed that floating policies should be limited to each of these defined portions, and not extend upon any account beyond; so that a separate policy and a separate estimate of his property, on the part of the assured, was needed for covering the merchandise in the range of each district. These regulations gave rise, as might have been anticipated, to considerable difficulties in carrying them into practical effect. Great differences of opinion arose as to the form and extent of the districts themselves. Different districts were adopted by different Companies; and when it is considered that the traditionary law, that the policy with the smaller limit should make priority of payment, was still held to be binding, the difficulty, not to say impossibility, of making any satisfactory settlement, may very readily be conceived.

This state of affairs could not be expected to continue; and

early in the year 1843 many of the London Companies, who were united in opinion as to the district divisions, agreed to introduce an additional clause in the conditions of average, establishing the principle of what has since been known under the title of *independent liability*. This clause still continues to form part of the conditions of average in all policies covering the most extensive range of floating policies in the port of Liverpool. It is not, however, yet introduced or acted upon in any other mercantile town.

The additional clause referred to is as follows, and was simply joined to the two clauses which, up to that date, constituted the conditions of average :—

"And it is further declared and agreed, that if the assured shall at the time of any fire be insured in this or any other Office by any other average policy applying to property deposited in all or any of the buildings or places included in the terms of this insurance, and also in other buildings, places, vessels, or craft, not included in the terms of this insurance, then this Company will bear its share of the loss actually sustained by the assured, in the proportion that the amount of *its liability* (ascertained by the average principle aforesaid) may bear to the amount of the liability of such other average policy independently ascertained in the same manner, anything expressed or contained therein to the contrary notwithstanding."

The true character and effect of this additional clause was explained in detail by one of the leading Companies, in the instructions forwarded to its agents, which were printed and circulated at the time, for the purpose of general information. The following extract from that paper will greatly assist in throwing light upon this point of our present inquiry:—

"The directors have therefore resolved to alter the average clause at present in use, to the form annexed, which abolishes, in the case of floating policies, any priority of settlement, on the ground of a greater or less range or extent of space covered by the terms of the policy, but makes the actual liability of the policy, independently estimated upon the average principle, the measure of the proportion which the Office has to contribute to the loss.

"By the general adoption of this rule the settlement of average losses will be greatly simplified, and apparently put beyond the power of dispute, whatever may be the difference of ranges included in the terms of the policies. In the cases where any number of policies covering the same range are interested, the settlement will be in no respect different from the existing practice; that is, each Office will estimate its liability on the ordinary average principle, and each contribute to the loss in proportion to such ascertained liability. And in cases of greater and less ranges of districts, the settlement will proceed in the same manner. Each Office will independently ascertain the actual amount of its own liability, depending as usual on the amount of goods covered in the special range of its policy: and when these respective liabilities are ascertained and found not to exceed the amount of loss, they

will be paid in full to the assured; and when they do exceed the loss, each will pay only its proportion.

"One or two examples may make the principle clear.

"Office A insures £10,000 in warehouses, Office B insures £10,000 in warehouses and ships. Property at the time of the fire, £15,000 in warehouses, and £5,000 in ships. Loss, £6,000 in warehouses.

	£.
The liability of A is as £10,000 is to £15,000; that is, two thirds of loss..	4,000
The liability of B is as £10,000 is to £20,000; that is, one half of loss..	3,000
Making the joint liabilities.....	£7,000

"Here the joint liabilities of the two Offices exceed the loss, and each will pay in the proportion of its separate liability.

	£.	s.	d.
Office A pays four sevenths of loss.....	3,428	11	4
Office B pays three sevenths of loss.....	2,571	8	8
Loss.....	£6,000	0	0

"Take the same insurances and distribution of property, and suppose the loss to happen in the ships to which the policy of Office A does not extend: the case then stands:—

Insurances.	Property.	Loss.
£.	£.	£.
Office A, 10,000 in warehouses.	15,000 in warehouses.	
Office B, 10,000 in warehouses and ships.	5,000 in ships.	5,000 in ships.
£20,000	£20,000	

"In this case Office B ascertains its own liability, which is as £10,000 is to £20,000, or one half; and B is therefore liable to only one half of the loss, or £2,500.

"You will specially observe, that in the last case the assured will obtain only one half his loss, although apparently covered for the whole amount of the property. But it is obvious, that in consequence of the partial application of one of his policies, he is not properly—that is to say, adequately—insured; and the Office B is fully justified in acting on the average condition of its policy, and including the whole amount of property covered within the range of the insurance, without at all entering into the question as to the existence of any policies based upon a different range, and which have no liability in the place where the loss happened.

"This and many similar cases which may be easily found, are strong reasons for the assured making all his policies in the different Companies upon the same principle and with the same limits, for in that case the difficulty pointed out could not happen; and it will be a part of your duty distinctly to call the attention of the assured to that fact, in order that no disappointment may be experienced when this, or any other Office, may take its stand on the principle of computing its own liability independently of that of any other Office or Offices, never in any case paying any sum

exceeding that liability ascertained on the principles of the *pro ratâ* or average condition of the policy."

It is not to be denied, that while, by the general adoption of the proposed principle of independent settlement, much of the obscurity and not a little of the injustice of the old system would be removed, it would present insurmountable obstacles to the issue of policies in the involved and complicated forms in which they are now commonly accepted. It is quite certain that a very considerable change of practice must follow. A merchant will not dare to take out a specified policy for one warehouse, and another, of a wider extent, to cover that and other warehouses; for while the average policy would be called upon for a share of the loss in the specified warehouse, it could not allow, in the case of a loss elsewhere, that the sum insured specifically should be deducted from the estimated amount of property covered. These cases will present themselves in great variety to the minds of all who have a practical knowledge of the subject; and a very natural inquiry will follow, as to the effect the alteration may have on the course of mercantile insurances.

The first effect will doubtless be, a very general simplification of all floating policies. The variety of ranges covered by individual owners will cease. In order to be properly insured, the merchant must take out but one kind of policy—or at least, must not permit the different ranges of average policies to interfere with each other. He cannot make an insurance first of all upon a specified warehouse, and then include that and others in an average one; but he can cover all, effectually and simply, by one or more average policies of the same limits and conditions. Policies for the docks, and then others to cover the dock warehouses and all within five miles of the Royal Exchange, will not be asked for; but policies for the docks and then others of the wider range, excepting the docks, will be the simple and improved form of issue. The two classes or ranges will, in short, be kept quite distinct, and not allowed to interfere with each other and complicate the settlement of claims.

The alteration in the form of the average conditions would be not the least valuable part of the suggested improvement. A simplified statement of the average principle, followed by a clause declaring the independent liability of the policy, in case of any joint insurances, would be all that is necessary, and would be found, moreover, to clear away much of the obscurity which hangs over the present form. A merchant inquiring for information as to the

best methods of meeting the necessities of his particular branch of trade, would comprehend at a glance the effect of the proposed principles of settlement; while to give a stranger, not quite familiar with the subject, any clear idea of our present methods of dealing with claims under average policies, is known to be a task of no ordinary difficulty.

The clause proposed to compass the intended alteration would stand in the following form, probably admitting, after reflection, of further abridgment and improvement:—

"It is hereby declared and agreed that this Company shall be liable only for such a proportion of any loss as the sum insured by this policy may bear to the full value of the property covered.

"And it is further declared and agreed, that if the assured shall be also insured by any other Company on property wholly or partially covered by this policy, then this Company will bear its share of the loss in the proportion that the amount of its liability may bear to the amount of the liability of any other policy or policies separately ascertained."

Having now submitted the topic for consideration to those who may feel interested in its discussion, it is left without further comment or recommendation: with the full conviction, however, in the mind of the writer, that no practical difficulties lie in the way of making the change, that ought to weigh, for a moment, against the many advantages which would certainly result from its adoption.

On the Advantages to Statistical Science of an Uniform Decimal System of Measures, Weights, and Coins, throughout the World.

By Samuel Brown, *Esq., F.S.S., and Vice-President of the Institute of Actuaries.*

[Read before Section F.—Economic Science and Statistics—of the British Association for the Advancement of Science, at Cheltenham, on Tuesday, the 12th of August, 1856.]

SINCE the establishment of the Statistical Society of London, so great an impetus has been given in this country to the study of statistics, that probably in no branch of knowledge have more important results been produced in the same time. This arises in a great measure from the very nature of statistics, and from the universality of their application. Every science, the facts of which can be expressed in a tabular form, comes within their range; and the great object of those who desire to elevate the character of statistics